

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO.		
				10B. DATED (SEE ITEM 11)		
CODE		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
- or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**Fairfax County Parkway
Project R000-029-249
RFP No. DTFH71-08-R-00007
Amendment No.002**

The purpose of this Amendment is to:

1. Distribute the meeting minutes and responses from the July 22, 2005 Pre-Proposal Meeting and Field Review.
2. Modify Price forms for the Base Contract and three options. (See attachments)
3. Add pay item 0107-3
4. Revise the RFP based on Item 1 and subsequent Requests for Information.

June 3, 2008 Pre-Proposal Meeting and Field Review

Attached are the meeting minutes for the June 3, 2008 Pre-Proposal Meeting and responses to the list of questions developed from the Field Review and Pre-Proposal Meeting.

Request for Proposal

Standard Form 1442. Block 13. Paragraph a. Delete the first sentence and replace with the following:

Technical Proposals to perform the work required are due at the place specified in Item 8 by 2:00 PM local time 07/17/2008. Price Proposals to perform the work required are due at the place specified in Item 8 by 2:00 PM local time 07/31/2008. Technical Proposals or Price Proposals received after the date due will not be considered and will be rejected.

Standard Form 1442. Block 13. Paragraph d. Delete the first sentence and replace with the following:

Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Continuation of SF 1442. Page A-4. Subcontracting Goals. Delete the legislated subcontracting goals and add the following:

Subcontracting goals:

- 10% Disadvantaged Business Enterprise (DBE)
- 15% Small, Woman and Minority-Owned (SWaM)

Subpart 1.A.2.a. Add the following paragraphs:

For the EPG Access Road Bridge, B-631, the price proposal for the base contract will only include the costs for the bridge as shown on the VDOT Preliminary Plans. The width of the bridge as shown on the VDOT plans will accommodate 5 lanes of traffic. The bridge width required to accommodate the additional two lanes for Loop D will be included in the price proposal for Option 1.

For the mainline Parkway, provide the number of through lanes and auxiliary lanes as shown on the VDOT preliminary design plans. Include in the base contract the design and construction of the auxiliary lanes for Boudinot Interchange immediately adjacent to the Parkway mainline.

Design and construct the bridges for the Parkway to accommodate the number of through lanes shown on the VDOT preliminary plans as well as any required auxiliary lanes, present or future.

Subpart 1.A.2.b. Second paragraph. Delete the fourth sentence and substitute the following:

The price proposal for Loop D will also include the additional bridge width required for the EPG Access Road bridge to accommodate the two-lane Loop D.

Subpart 1.A.5 Procurement Schedule. Delete the test and substitute the following:

The following preliminary milestone dates have been identified. This schedule is subject to change at any time by EFLHD.

May 19, 2008	Issue RFP to Offerors.
June 3, 2008	Pre-Proposal Conference and Project Walk-Through with VDOT, Army, EFLHD and Offerors.
June 24, 2008	Deadline for Recommendations for Changes to RFP.
July 17, 2008	Technical Proposal DUE by 2:00 pm.
July 31, 2008	Cost Proposal DUE by 2:00 pm
August 12, 2008	Oral Presentations to be held at EFLHD Office in Sterling, Virginia.
September 23, 2008	Award of Contract to one Offeror, Notification and Debriefing to Unsuccessful Offerors.
October 23, 2008	Notice to Proceed (NTP) issued.

Subpart 1.D. Government Furnished Information. Add the following:

- Option 2 Preliminary Signing Plan
- Aerial Photo with Project Overlay
- Traffic Volumes from Draft IMR
- EPG Long Term Monitoring Wells Diagram
- EPG Building Demolition Notes
- ACOE Permit 05-4015-15
- DEQ Permit 05-4015

Part 5. Add the following to the Special Contract Requirements:

102.06 Escrow Bid Documents. The successful Offeror shall submit, within the specified time frame, 1 copy of all documentary information generated in preparation of bid prices for this Project. This material is hereinafter referred to as “Escrow Bid Documents.” The Escrow Bid Documents of the Contractor will be held in escrow for the duration of the Contract.

The successful Offeror agrees, as a condition of the award of the Contract, that the Escrow Bid Documents constitute all of the information used in preparation of the Bid, and that no other Bid preparation information shall be considered in resolving disputes or claims. The successful Offeror also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract.

The purpose of the Escrow Bid Documents procedure is intended to create a spirit of cooperation in an atmosphere of honesty and candor between the Government and the Contractor.

Escrow Bid Documents will be used to assist in the negotiation and in the settlement of disputes and claims. They will not be used for pre-award evaluation of the Contractor’s anticipated methods of construction or to assess the Contractor’s qualifications for performing the work.

(a) Ownership. The Escrow Bid Documents are, and shall always remain, the property of the Contractor, subject to joint review by the Government and the Contractor as provided herein. The Escrow Bid Documents are proprietary and secret information belonging to the Contractor and exempt from the Federal Freedom of Information Act.

The Government stipulates and expressly acknowledges that the Escrow Bid Documents, as defined herein, constitute trade secrets. This acknowledgment is based on the Government’s express understanding that the information contained in the Escrow Bid Documents is not known outside the Offeror’s business, is known only to a limited extent and only to a limited number of employees of the Offeror, is safeguarded while in the Offeror’s possession, is extremely valuable to the Offeror and could be extremely valuable to the Offeror’s

competitors by virtue of it reflecting the Offeror's contemplated techniques of construction. The Government acknowledges that the Offeror expended substantial sums of money in developing the information included in the Escrow Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. The Government acknowledges that the Escrow Bid Documents include a compilation of information used in the Offeror's business, intended to give the Offeror an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The Government further agrees to safeguard the Escrow Bid Documents, and all information contained therein, against disclosure to the fullest extent permitted by law.

(b) Format and Contents. Offerors may submit Escrow Bid Documents in their usual cost estimation format. A standard format is not required. It is not the intention of this section to cause the Offeror extra work during the preparation of the Bid, but to ensure that the Escrow Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrow Bid Documents shall be in the English language.

It is required that the Escrow Bid Documents clearly itemize the estimated costs of performing the work of each bid item contained in the Price Proposal. Bid items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs, crew, equipment, calculations of rates of production and progress, copies of quotations from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Offeror to arrive at the prices contained in the Bid. Estimated costs should be broken down into the Offeror's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract cost, as appropriate. Plant and equipment and indirect costs should be detailed in the Offeror's usual format. The Contractor's reallocation of indirect costs, contingencies, overhead, profit, and other items to each bid item shall be identified.

All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, overhead, and profit, as applicable, are allocated. Bid documents provided by the Government need not be included in the Escrow Bid Documents unless needed to comply with the requirements.

(c) Submission. The Escrow Bid Documents shall be submitted by the successful Offeror in sealed containers within 48 hours after award of the contract. The containers shall be clearly marked on the outside with the Offeror's name, date of submittal, project name, and the words Escrow Bid Documents.

The Escrow Bid Documents shall be accompanied with the following certification, signed by an individual authorized by the Offeror to execute Bids, stating that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the Bid and that the Offeror has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.

BID DOCUMENTATION CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES THAT THE BID DOCUMENTATION CONTAINED HEREIN CONSTITUTES ALL THE INFORMATION USED IN PREPARATION OF THE BID AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND HAVE FOUND THAT THIS BID DOCUMENTATION IS COMPLETE.

SIGNATURE:

NAME:

TITLE:

FIRM:

DATE:

Escrow Bid Documents of the successful Offeror will be examined, organized, and inventoried by representatives of the Government, together with members of the Contractor's staff who are knowledgeable of how the Bid was prepared. This examination is to ensure that the Escrow Bid Documents are legible and complete. It will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of Contract Documents. Examination will not alter any condition or term of the Contract.

If all the documentation required in Subsection 102.05 has not been included in the original submittal, additional documentation shall be submitted, at the Government's sole discretion, within 24 hours after the original inventory and examination of the Escrow Bid Documents. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between the Contractor and the Government.

Timely submission of complete Escrow Bid Documents is an essential element of the Offeror's responsiveness and a prerequisite to an execution of the contract.

If the Offeror's Bid is based on subcontracting any part of the work, each subcontractor, whose total subcontract price exceeds 5 percent of the total Contract Price as bid, shall provide separate Escrow Bid Documents to be included with those of the Offeror. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for the successful Offeror.

If the Contractor wishes to subcontract any portion of the work after award, the Government retains the right to require the Contractor to submit Escrow Bid Documents from the subcontractor before the subcontract is approved.

(d) Storage. The Escrow Bid Documents will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by the Government.

(e) Examination. The Escrow Bid Documents shall be examined by both the Government and the Contractor, at any time deemed necessary by either the Government or the Contractor, to assist in the negotiation of changes in Contract Price or the settlement of disputes and claims.

Examination of the Escrow Bid Documents is subject to the following conditions:

- (1) As trade secrets, the Escrow Bid Documents are proprietary and confidential.
- (2) The Government and the Contractor shall each designate, in writing to the other party and within 10 days after execution of the Contract, representatives who are authorized to examine the Escrow Bid Documents. No other person shall have access to the Escrow Bid Documents; except that, if named individuals quit the employ of either the Government or the Contractor or are transferred to other projects, the Government or the Contractor may name replacement individuals following the same procedure.
- (3) Access to the Escrow Bid Documents may take place only in the presence of duly designated representatives of both the Government and the Contractor.
- (4) The Government will assure the Contractor that the Escrow Bid Documents at all times remain the property of the Contractor and that confidentiality is assured.

(f) Final Disposition. The Escrow Bid Documents will be returned to the Contractor at such time as the following conditions have been satisfied:

- (1) The Project has been completed.
- (2) Final payment has been issued by the Government.
- (3) All litigation has been completed, and a written agreement has been executed between the Government and the Contractor that no further litigation will be made.

The Escrow Bid Documents will be sealed and promptly returned to the Contractor by the party in charge of the Escrow Bid Documents. Reproduction of any portion of the Escrow Bid Documents will not be permitted at any time without the written permission of the Contractor.

Part 5A. Add the following to the Special Contract Requirements:

109.06. Delete Price Form 02A, 02B, 02C, and 02D of the Special Contract Requirements and substitute the attached forms (See attached files).

109.07. Delete Form PP02A, PP02B, PP02C, and PP02D of the Special Contract Requirements and substitute the attached forms (See attached files).

109.07. Delete Form PP03A, PP03B, PP03C, and PP03D of the Special Contract Requirements and substitute the attached forms (See attached files).

Part 5D. Division 150. Under Environmental Conditions of Properties, delete the text and substitute the following:

Environmental Condition of the Properties

Engineer Proving Ground (EPG) (170 acre parcel): EPG is the site of former military training and testing. There were five former military training range areas within the parkway parcel and three former SWMUs that are still under long term monitoring. For these reasons, construction support and proper handling of known contamination is required.

Construction Support – Munitions and Explosives of Concern:

A 170 acre portion of the Project is the site of a former military ordnance testing range known as the Engineer Proving Ground. A munitions response was completed in February 2006. Because MEC may remain present, construction support is required for all future excavations below 24 inches. Personnel performing excavation must complete UXO safety education program.

The Government shall provide qualified UXO Technicians as defined in Department of Defense Explosive Safety Board (DDESB) Technical Paper 18 to perform MEC/anomaly avoidance during the initial site visits and construction support (low probability) during the execution of this work. USACE OE Safety Specialists will be assigned to perform this duty. Screening activities prior to soil boring or subsurface investigative activities will consist of surface sweeps using appropriate instrumentation. While drilling, all soil borings will be cleared utilizing a down-hole magnetometer ever 2 feet to a depth of 10 feet below ground surface elevation. Anomalies will be avoided by off setting soil borings to new locations as needed.

If required during construction, UXO removal and disposal will be the responsibility of the U.S. Army. In the event that a UXO is encountered, the Contractor will stop work, assume a 1000-foot diameter clearance zone around the discovered suspected UXO, and notify the UXO Technician for appropriate action. If the items found can easily be removed, the UXO Technicians will coordinate. However, if an unexpected MEC disposal pit is discovered the Contractor shall provide support. An unexpected condition would consist of finding ten or more MEC items in a disposal pit. In such a case, the level of effort to address the MEC is beyond what the Government provided UXO Technicians could reasonably handle without delaying construction activities. The Contractor shall provide a qualified UXO staff for remediation of any unexpected conditions. This work will be performed under the oversight the Government UXO technicians. The Contractor shall perform all MEC removal actions in accordance with the approved EPG Explosive Safety Submission. The EPG Explosive Safety Submission is listed in Subsection 1.D.

Based on previous work at the site, a disposal pit would likely require clearance of both MEC and cultural debris from a pit with dimensions of 20' x 40' x 15'. In such a case, it is likely the contractor should anticipate needing support from a 7 person UXO team for a minimum of 3 weeks of effort. In the event that unexpected MEC issues are encountered during construction that require Contractor support, the Contractor's costs for providing UXO staff for the unexpected issues as well as the remediation of the unexpected MEC will be paid for in Item Number 0107-1, Hazardous/Special Waste Removal/Clean up/Disposal (on EPG).

Since EPG is under an Environmental Protection Agency (Region III) RCRA Unilateral Administrative Order, any soil or groundwater contamination (as the result of an ordnance disposal pit) must be investigated per the order and under the guidance of Fort Belvoir DPW ENRD. In accordance with the order, the contractor shall prepare an investigation work plan (to include soil and groundwater sampling and any interim remedial action) to be approved by Fort Belvoir DPW ENRD and EPA Region III. Upon approval the contractor shall execute the work plan. A report summarizing all actions completed must be submitted to Fort Belvoir DPW ENRD and EPA Region III for approval. All sampling must be conducted by a qualified HTRW contractor. All laboratory analysis must be conducted by a qualified lab and approved by the Government. Any remediation will be conducted in accordance with CERCLA and under the supervision of Fort Belvoir DPW ENRD. Cost for the remediation of any unknown soil or groundwater contamination will be paid for in Item Number 0107-1, Hazardous/Special Waste Removal/Cleanup/Disposal (on EPG). The costs to prepare the investigative work plan and to perform the site investigation for work on the EPG as required by the RCRA Unilateral Administrative Order and the Land Use Control Implementation Plan will be paid for in Item Number 0107-3, Investigative Work Plan and Site Investigation (on EPG).

Soil and Groundwater Contamination – Removal/Disposal:

The Contractor shall be aware that three areas (M-26, FATTS, M-27) within the EPG have existing groundwater contamination that is currently being monitored through natural attenuation by the Army. There are Land Use Controls in place for the use and exposure to contaminated groundwater in these areas. The Land Use Control Implementation Plan is listed in Subsection 1.D. Copies of all site investigation and remediation reports are available for review at Fort Belvoir Directorate of Public Works Environmental and Natural Resources Division.

The Contractor is required to follow these Land Use Controls and to coordinate with the Army and follow standard practices to ensure that existing groundwater contamination on Army property is not exacerbated by the construction activities. The Contractor shall prepare a dewatering plan and associated hydrologic study where required to show that proposed cut areas will not result in migration of plumes. The cost to prepare a dewatering plan and associated hydrologic study where required by the Land Use Controls will be paid for in Item Number 0107-3, Investigative Work Plan and Site Investigation (on EPG).

If pumping and disposal of this groundwater is necessary the Contractor will include in the dewatering plan the method to be used to ensure any contaminated groundwater is sampled and properly disposed of. A summary of all sampling and disposal records will be submitted to the U.S. Army. All wastes generated on EPG will be manifested through the U.S. Army and signed

by Fort Belvoir Directorate of Public Works Environmental and Natural Resources Division (Fort Belvoir DPW ENRD).

Costs for the treatment, sampling, and/or disposal of contaminated ground water on the EPG will be paid for in Item Number 0107-1, Hazardous/Special Waste Removal/Clean up/Disposal (on EPG). Costs for dewatering necessitated only because of ground water contamination will be paid for in Item Number 0107-1, Hazardous/Special Waste Removal/Clean up/Disposal (on EPG). Where dewatering of contaminated ground water is required as a result of normal construction activities, the Contractor shall assume the costs for dewatering. Costs for the treatment, sampling, and/or disposal of contaminated ground water as a result of normal construction activities on the EPG will be paid for in Item Number 0107-1, Hazardous/Special Waste Removal/Clean up/Disposal (on EPG). The contractor shall assume all costs for dewatering ground water that is not contaminated.

As a former military training and testing facility, there is the potential that unknown soil and groundwater contamination may be encountered during construction. Since EPG is under an Environmental Protection Agency (Region III) RCRA Unilateral Administrative Order, any soil or groundwater contamination must be investigated per the order and under the guidance of Fort Belvoir DPW ENRD. In accordance with the order, the contractor shall prepare an investigation work plan (to include soil and groundwater sampling and any interim remedial action) to be approved by Fort Belvoir DPW ENRD and EPA Region III. Upon approval the contractor shall execute the work plan. A report summarizing all actions completed must be submitted to Fort Belvoir DPW ENRD and EPA Region III for approval. All sampling must be conducted by a qualified HTRW contractor. All laboratory analysis must be conducted by a qualified lab and approved by the Government. Any remediation will be conducted in accordance with CERCLA and under the supervision of Fort Belvoir DPW ENRD. All wastes generated on EPG will be manifested through the U.S. Army and signed by Fort Belvoir Directorate of Public Works Environmental and Natural Resources Division (Fort Belvoir DPW ENRD).

Cost for remediation of any unknown soil or groundwater contamination on the EPG will be paid for in Item Number 0107-1, Hazardous/Special Waste Removal/Cleanup/Disposal (on EPG). The costs to prepare the investigative work plan and to perform the site investigation for work on the EPG as required by the RCRA Unilateral Administrative Order and the Land Use Control Implementation Plan will be paid for in Item Number 0107-3, Investigative Work Plan and Site Investigation (on EPG).

Central Motors and Newington and Associates:

The Contractor shall be aware that VDOT has performed contaminant investigation studies of the Central Motors site. An additional contaminant investigation is ongoing at Newington and Associates site. These reports and preliminary findings are available at VDOT NOVA Environmental Section, Chantilly, VA, for review. The disturbance of contaminated material will require that the contaminated material be properly managed during construction and the Contractor must ensure that the design and construction of the roadway does not exacerbate the pre-existing contamination. The proposed vertical alignment of the Parkway in the VDOT preliminary plans would result in disturbance of the area requiring management of the excavated and/or extracted soil/groundwater. A redesign of the Fullerton Road area resulting in

embankment construction over the Central Motors site may greatly minimize the disturbance of the contaminated material. The Contractor shall consider design and or construction alternatives to minimize or eliminate disturbance of contamination on these sites per aforementioned contamination investigation studies and reports. Any schedule delays and associated costs for the management of contaminated soil and/or groundwater on these two parcels shall be the Contractor's responsibility. However, the discovery of any unforeseen contamination beyond the aforementioned investigation reports and studies will be addressed through a change order process.

All solid waste, hazardous waste, and hazardous materials shall be managed in accordance with all applicable federal, state, and local environmental regulations.

Part 5D. Division 150. Under Lighting, add the following:

- It is VDOT policy to provide lighting for all interchanges. The contractor shall be responsible for designing, meeting warrants, furnishing and installing roadway lighting system in accordance with the American National Standard Practice for Roadway Lighting ANSI/IESNA RP-8-00. Lighting designs are required to meet the Illuminance and the Luminance Criteria. Non-cutoff luminaires will not be allowed.
- Voltage drop calculation must be performed for the entire roadway lighting system. # 8 AWG wire is the smallest wire size allowed in any feeder or branch circuit.
- Any lighting pole inside the clear zone must be fixed with a breakaway base.